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MICROPROCESSOR ENHANCEMENT  
7 CORPORATION and MICHAEL H. BRANIGIN

8 *Additional Counsel Information continued on*  
9 *next page*

10 **UNITED STATES DISTRICT COURT**  
11 **CENTRAL DISTRICT OF CALIFORNIA**

12			
13	MICROPROCESSOR ENHANCEMENT )	Case No. SACV 08-1039 SVW (RNBx)	
14	CORPORATION and MICHAEL H. )		
15	BRANIGIN,	) <b>JOINT STIPULATION AND</b>	
16		) <b>[PROPOSED] PROTECTIVE ORDER</b>	
17	Plaintiffs,	)	
18		) Judge, Hon. Stephen V. Wilson	
19	vs.	)	
20		)	
21	STMICROELECTRONICS N.V. and )		
22	STMICROELECTRONICS, INC., )		
23		)	
24	Defendants,	)	
25		)	
26	and	)	
27		)	
28	ARM LTD.,	)	
		)	
	Intervenor.	)	
		)	

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1 Plaintiffs/Counterdefendants Microprocessor Enhancement Corporation  
2 (“MEC”) and Michael H. Branigin (“Branigin”), Defendants/Counterclaimants  
3 STMicroelectronics N.V. and STMicroelectronics, Inc. (collectively “STM”) and  
4 Defendant/Intervenor ARM Ltd. (“ARM”) stipulate and jointly request that the Court  
5 enter this Protective Order pursuant to Federal Rule of Civil Procedure 26(c).

6 Disclosure and discovery in this patent litigation is likely to involve the  
7 production of highly confidential, proprietary, and private information for which  
8 special protection from public disclosure and from use for any purpose other than  
9 prosecuting this litigation is warranted. It is the objective of this Protective Order to  
10 preserve the confidentiality of the parties’ documents and other information while  
11 permitting reasonable access to information in discovery. This Protective Order is  
12 intended to avoid disputes and to limit access to, and disclosure of, confidential  
13 information, while permitting the parties to take discovery, to evaluate their claims  
14 and defenses, and to prepare for trial. The parties acknowledge that this Order does  
15 not confer blanket protections on all disclosures or responses to discovery and that the  
16 protection it affords extends only to the limited information or items that are entitled,  
17 under the applicable legal principles, to treatment as confidential. This Order is also  
18 structured in tiers so as to provide lesser restrictions for material that is less sensitive  
19 and greater protections for documents and information that constitute or contain trade  
20 secrets or other highly-sensitive information relating to products on the market or  
21 under development.

22 The Protective Order is entered without prejudice to the right of any party to  
23 ask the Court to alter or amend any provision of this Protective Order at any time, and  
24 the existence of this Protective Order shall not affect in any manner whatsoever the  
25 parties’ respective burdens of proof with respect to any request to alter or amend any  
26 provision of this Protective Order.

1           1.       “Confidential Information” shall mean nonpublic business, personal, or  
2 other information, as to which the producing or disclosing party reasonably believes  
3 that public disclosure would harm the producing or disclosing party, or third parties,  
4 and which is not information identified in paragraph 3 below.

5           2.       “Attorneys’ Eyes Only Information” shall mean information or material  
6 that the producing or disclosing party reasonably believes constitutes or contains trade  
7 secrets or other highly-sensitive information relating to products on the market or  
8 under development, such as nonpublic research, development, product development,  
9 technical, manufacturing, financial, sales, marketing, personnel, customer, vendor, or  
10 commercial information, the public disclosure of which would reasonably cause  
11 substantial harm to the producing or disclosing party, or to third parties, and which is  
12 not information identified in paragraph 3 below.

13           3.       The following will not be considered Confidential Information or  
14 Attorneys’ Eyes Only Information (collectively “Protected Material”) under this  
15 Protective Order:

16               a.       Information that, at the time of disclosure, was in the public  
17 domain;

18               b.       Information that, after disclosure, became part of the public  
19 domain through any lawful means not involving a violation of this Protective Order;  
20 and

21               c.       Information that the receiving party can show was received by it,  
22 either before or after the disclosure by the producing party, other than pursuant to any  
23 Protective Order or any confidentiality agreement, from a source who both lawfully  
24 obtained the information and was under no obligation of confidentiality to the  
25 producing party.

1           4.     Protected Material obtained by any party from any person or entity  
2 (including both parties and non-parties) pursuant to discovery in this litigation may be  
3 used solely in connection with this lawsuit (except as provided in paragraph 17).

4           5.     Protected Material shall be maintained so as to preclude access by  
5 persons who are not entitled to receive such information under this Protective Order.  
6 However, nothing in this Protective Order shall prevent the Court, any court reporter  
7 or other employee of this Court, videographer, mediator, or juror from reviewing  
8 evidence in this case for the purpose of these proceedings.

9           6.     Any document or tangible thing containing Protected Material may be  
10 designated as such by marking it "Confidential" or "Attorneys' Eyes Only" prior to or  
11 at the time copies are furnished to the receiving party. Derivative documents such as  
12 written discovery, briefs, and expert reports that incorporate Protected Material shall  
13 include, in addition to the appropriate designation, identification of the party or parties  
14 who produced the Protected Material incorporated therein. Inadvertent or  
15 unintentional production of documents or information containing Protected Material  
16 that is not designated as such shall not be deemed a waiver in whole or in part of a  
17 claim for protected treatment provided that, as soon as reasonably practicable after the  
18 producing party becomes aware of the inadvertent or unintentional disclosure, the  
19 producing party informs the receiving party in writing that it wishes to designate as  
20 Protected Material the inadvertently produced documents. Upon receipt of a  
21 substitute copy bearing the appropriate confidentiality designation, the receiving party  
22 will immediately destroy all undesignated copies and treat the designated information  
23 as Protected Material.

24           7.     At the request of any party, the original and all copies of any deposition  
25 or hearing transcript shall be marked "Confidential" or "Attorneys' Eyes Only" by the  
26 reporter during the deposition. A party may also designate any portion of a deposition  
27 transcript as "Confidential" or "Attorneys' Eyes Only" by informing the reporter and  
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1 opposing party in writing during the time period for reviewing and correcting the  
2 deposition transcript. All deposition transcripts not marked “Confidential” or  
3 “Attorneys’ Eyes Only” will nonetheless be treated as Attorneys’ Eyes Only until the  
4 time period for reviewing and correcting the deposition transcript has expired.

5 8. Except as otherwise indicated below, all documents, tangible things and  
6 discovery responses designated by the producing party as “Confidential” and any  
7 information contained therein may be disclosed by the receiving party only to the  
8 following persons:

- 9 a. Outside counsel of record for the receiving party in this action;  
10 b. Clerical employees of the receiving parties’ outside counsel of  
11 record including paralegals and legal secretaries insofar as is necessary to assist in the  
12 preparation and trial of this action; the outside counsel of record who employs any  
13 person allowed access to “Confidential” materials under this provision agrees to  
14 accept full responsibility for ensuring that person’s compliance with the terms of this  
15 Protective Order;  
16 c. Data processing vendors, copying vendors, graphics vendors, court  
17 reporters, videographers, and jury consultants;  
18 d. Testifying and consulting experts who have signed the  
19 Acknowledgement at Exhibit A to this Protective Order, subject to the terms set forth  
20 below;  
21 e. Respective in-house counsel who are employees of MEC, ARM or  
22 STM, provided that each is identified to the producing party as a recipient before  
23 receiving the “Confidential” information;  
24 f. The Court and its personnel (who are not required to sign the  
25 Confidentiality Agreement at Exhibit A); or  
26 g. Subject to paragraph 12 below, a witness in deposition (and only  
27 during the deposition if the witness is not otherwise authorized to receive such  
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1 information) if the document, tangible thing, or discovery response to be disclosed  
2 identifies that witness as an author or recipient.

3 9. Except as otherwise indicated below, all documents or discovery  
4 responses designated by the producing party as “Attorneys’ Eyes Only” and any  
5 information contained therein may be disclosed by the receiving party only to the  
6 following persons:

- 7 a. Outside Counsel of record for the receiving party in this action;
- 8 b. Clerical employees of the receiving parties’ outside counsel of  
9 record including paralegals and legal secretaries insofar as is necessary to assist in the  
10 preparation and trial of this action; the outside counsel of record who employs any  
11 person allowed access to “Confidential” materials under this provision agrees to  
12 accept full responsibility for ensuring that person’s compliance with the terms of this  
13 Protective Order;
- 14 c. Data processing vendors, copying vendors, graphics vendors, court  
15 reporters, videographers, and jury consultants;
- 16 d. Testifying and consulting experts who have signed the  
17 Acknowledgement at Exhibit A to this Protective Order, subject to the terms set forth  
18 below;
- 19 e. The Court and its personnel (who are not required to sign the  
20 Confidentiality Agreement at Exhibit A); or
- 21 f. Subject to paragraph 12 below, a witness in deposition (and only  
22 during the deposition if the witness is not otherwise authorized to receive such  
23 information), if the document, tangible thing, or discovery response to be disclosed  
24 identifies that witness as an author or recipient.

25 10. Protected Material consisting of computer source code, RTL, or  
26 other similarly sensitive code, or electrical schematics or other derivative documents  
27 (which shall be treated as Protected Material of the party producing the underlying  
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1 computer source code, RTL, or other similarly sensitive code regardless of the party  
2 that creates the derivative documents) prepared with the aid of such code  
3 (collectively, “Code or Schematics”), shall be treated as Attorneys’ Eyes Only  
4 Information under this Protective Order and also shall be subject to the following  
5 limitations:

6           a.     A party’s Code or Schematics produced for inspection shall be  
7 stored on a single stand-alone computer (*i.e.* a computer not connected to any  
8 network, Internet or peripheral device), or, if necessary, on one or more external hard  
9 drives connected to such a stand-alone computer, in a secure location in California  
10 chosen by the producing party; e.g., at the offices of ARM Inc. in San Jose,  
11 California, the offices of ARM’s local counsel in Los Angeles, or at the offices of  
12 Perkins Coie LLP in Santa Monica or Los Angeles, California.

13           b.     The producing party will provide access to the stand-alone  
14 computer during regular business hours upon reasonable notice during the discovery  
15 period in this case.

16           c.     The producing party shall produce Code in computer searchable  
17 format, and the stand-alone computer shall contain software sufficient to allow a user  
18 to search and view the Code, and to view any Schematics.

19           d.     Within 5 business days of a request by Plaintiffs, the producing  
20 party will provide two original paper copies of limited portions of the computer code  
21 not to exceed (without further agreement of the parties or Order of the Court) 10% of  
22 the overall lines of Code made available for a particular product counting only the  
23 lines of code, not counting the comments contained therein. The two original paper  
24 copies will be Bates labeled for control purposes and are to be treated as “Attorneys’  
25 Eyes Only Information” subject to the additional limitations set forth in this Protective  
26 Order. Plaintiffs may not make additional copies of the Code (except as set forth in  
27 sections (e) and (f) below). One original copy shall be held at the office of Plaintiffs’  
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1 outside counsel of record and the other original copy shall be kept at the office of  
2 Plaintiffs' designated technical expert. Both original copies must be kept securely  
3 stored (such as in a locked container or office). Plaintiffs may not make copies of any  
4 portion of the Code for internal use or for distribution to experts.

5 e. A receiving party that wishes to use any of the Code or Schematics  
6 at a deposition shall give the producing party at least three court days' written notice  
7 of the fact that it intends to use Code or Schematics, but need not specify the  
8 particular sections or pages that it intends to use. The receiving party may, no earlier  
9 than 24 hours prior to any such deposition, make only as many copies as, and only of  
10 the specific pages that, the receiving party intends to actually use at the deposition.  
11 At the conclusion of the deposition, counsel for the producing party shall collect each  
12 copy and shall then retain the original of any such exhibit, which shall not be  
13 appended to the transcript of the deposition. In the event the deposition lasts more  
14 than one day, the producing party shall collect each copy at the end of each day of the  
15 deposition. With the exception that counsel for the receiving party may retain a copy  
16 of any such exhibit, no one other than the producing party may remove the copies  
17 from the deposition room.

18 f. A receiving party that desires to file or otherwise submit to the  
19 Court any of the Code or Schematics shall give the producing party at least five Court  
20 days' written notice of that fact. The receiving party may, no earlier than 24 hours  
21 prior to the relevant filing, make only as many copies as, and only of the specific  
22 pages, needed for submission to the Court, and shall file any and all such copies of the  
23 Code or Schematics with an application to file all such copies under seal, following  
24 the procedures set out in paragraph 14 of this Protective Order.

25 11. Any outside counsel or testifying or consulting expert who reviews  
26 Protected Material (to which the outside counsel or testifying or consulting expert  
27 does not have access except pursuant to this Protective Order) shall not prosecute,  
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1 prepare, or substantively participate in any patent application that is filed, or claims  
2 priority from any application filed, relating to microprocessors, from the time of  
3 receipt of such information through and including one (1) year following the last work  
4 performed in connection with this action by such outside counsel or testifying or  
5 consulting expert.

6 12. Nothing in this Protective Order shall be construed to place any  
7 restrictions whatsoever on a producing party's ability to use or share its own Protected  
8 Material, including any such Protected Material incorporated by a receiving party into  
9 a derivative document such as written discovery, a brief, or an expert report.

10 13. At any time after the delivery of Protected Material, counsel for the  
11 receiving party may challenge the designation or any portion thereof by providing  
12 written notice to counsel for the producing party in compliance with Local Rule 37-1.  
13 If the parties are unable to agree as to whether the designation is appropriate, then the  
14 receiving party may request an order that the information not be deemed Protected  
15 Material by initiating the procedure set forth in Local Rule 37-2. The designating  
16 party shall have the burden of establishing that the disputed information is entitled to  
17 treatment as Protected Material. All Protected Material is entitled to the designated  
18 treatment pursuant to the terms of this Protective Order until and unless the parties  
19 formally agree in writing to the contrary or until further Order of this Court.

20 14. All documents that contain or attach Protected Material and are to be  
21 filed with the Court, including briefs and other pleadings, shall be accompanied by a  
22 written application and a proposed order to file or lodge the document or the portions  
23 thereof containing Protected Material under seal. The application shall be directed to  
24 the judge to whom the documents are directed, in accordance with Local Rule 79-5.1.  
25 The original and judge's copy of the document shall be sealed in separate envelopes  
26 or other appropriate sealed containers on which a copy of the caption from this  
27 lawsuit shall be affixed, stating on it "Confidential" – Protected Material Subject to  
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1 Protective Order’ or “Attorneys’ Eyes Only – Protected Material Subject to Protective  
2 Order” and a statement substantially in the following form:

3 This envelope contains information designated as Protected  
4 Material under the governing Court Protective Order and is not  
5 to be opened, and the contents are not to be displayed or  
6 revealed, except by order of the Court presiding over this matter.

7 15. Before a receiving party may disclose a producing party’s Protected  
8 Material to a testifying or consulting expert, the receiving party shall first give written  
9 notice to counsel for the producing party, at least by email. Written notice shall  
10 include for each testifying or consulting expert: (a) the individual’s name; (b) the  
11 individual’s current curriculum vitae; (c) his or her business address, title and  
12 profession; (d) any previous or current relationship (personal or professional) with  
13 any of the parties; (e) a list of other cases in which the individual has testified (at trial  
14 or deposition) within the last four years; (f) a list of all companies with which the  
15 individual has consulted or by which the individual has been employed within the last  
16 four years; (g) whether the expert is, or has ever been, involved in any aspect of  
17 prosecuting patent applications relating to microprocessors, and (h) a signed copy of  
18 the Confidentiality Agreement appended hereto as Exhibit A.

19 16. The producing party shall have ten court days from receipt of the notice  
20 specified in paragraph 15 to object to disclosure of Protected Material in a writing  
21 faxed or emailed to counsel of record for the receiving party. If no such objection is  
22 made, after this ten-day time period expires, the receiving party may disclose  
23 Protected Material to the disclosed individual(s). However, if the producing party  
24 objects within the ten-day time period, the receiving party may not disclose Protected  
25 Material to the challenged individual(s). If the receiving party remains interested in  
26 disclosing Protected Material to the challenged individual(s), then the receiving party  
27 must respond to the objection in writing. If the parties cannot subsequently reach an  
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1 agreement regarding such disclosure, then the parties shall meet and confer and the  
2 objecting party shall have ten court days from date of the meet and confer to file a  
3 motion for an appropriate protective order. If no such motion is filed within this ten-  
4 day period, the receiving party may disclose the producing party's Protected Material  
5 to the disclosed individual(s). Otherwise, Protected Material shall not be disclosed to  
6 the challenged individual(s) until and unless a final ruling allowing such disclosure is  
7 made by this Court.

8       17. Should counsel for Plaintiffs wish to disclose Protected Material  
9 designated by STMicroelectronics or ARM to another party in a related case or to  
10 counsel for another party in a related case, then Plaintiffs shall provide written notice,  
11 including at least by email, to the producing party at least ten court days in advance of  
12 when such disclosure is contemplated. The written notice shall specifically identify  
13 by document control number or other specific identifier which information is intended  
14 for disclosure to the other party or its counsel, and also identify specifically to whom  
15 the intended disclosure is to be made. The producing party shall have ten court days  
16 from receipt of the notice to object to such disclosure in a writing faxed and/or  
17 emailed to Plaintiffs' counsel. If no such objection is made before the ten-day period  
18 expires, plaintiffs' counsel may disclose the identified Protected Material to the  
19 disclosed individual(s). However, if the producing party objects within the ten day  
20 time period, then Plaintiffs may not disclose Protected Material to the designated  
21 individual(s). If the parties cannot reach an agreement, Plaintiffs may file a motion  
22 seeking an appropriate order allowing the requested disclosure. Protected Material  
23 shall not be disclosed to the designated individual(s) until and unless a final ruling  
24 allowing such disclosure is made by this Court. Prior to receiving any disclosure  
25 pursuant to this paragraph 17, the receiving party shall consent in writing to comply  
26 with and be bound by this Protective Order.

1           18. Nothing in this Protective Order shall prevent a receiving party from in  
2 any way communicating or transferring Protected Material, or the contents thereof, in  
3 whole or in part to any other entity that already has received such Protected Material  
4 from the producing party (e.g., in this litigation or in related litigation). A receiving  
5 party may assume that each document or tangible thing bearing a Bates number or  
6 range designated by a producing party is identical to every other document or tangible  
7 thing bearing the identical Bates number or range designated by the producing party.  
8 If Plaintiffs use different Bates labels for different parties, then upon request from a  
9 receiving party, counsel for Plaintiffs shall indicate within 5 calendar days whether  
10 specified documents and tangible things identified by Bates number or range were  
11 also produced to one or more other specified entities in this litigation or in related  
12 litigation. If counsel for Plaintiffs has not definitively responded within 5 calendar  
13 days from the date of the request, then it may be assumed that the specified  
14 documents and tangible things identified in the request have been so produced.

15           19. If any Protected Material is disclosed to any person other than in a  
16 manner authorized by this Protective Order, the party responsible for the disclosure or  
17 knowledgeable of such disclosure shall, immediately upon discovery of that  
18 disclosure, inform the producing party of all facts pertinent to the disclosure and make  
19 all reasonable efforts to prevent further disclosure by each unauthorized person who  
20 received such information.

21           20. Any of the notice requirements herein may be waived, in whole or in  
22 part, but only by a writing or email by an attorney of record for the party against  
23 whom such waiver will be effective.

24           21. The inadvertent, accidental or unintentional production of documents,  
25 information or other things subject to the attorney-client privilege, work-product  
26 doctrine, joint-defense privilege, common-interest privilege, or other privilege or  
27 immunity shall not constitute a waiver of said privilege or immunity if it would not  
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1 operate as a waiver under Federal Rule of Evidence 502, or provided that, as soon as  
2 reasonably practicable after the producing party becomes aware of the inadvertent,  
3 accidental, or unintentional disclosure, the producing party informs the receiving  
4 party, in writing, that it wishes to assert a privilege or immunity over the produced  
5 items or information and provides the factual basis for that assertion of privilege.  
6 Upon receipt of such a notice, the receiving party will immediately return the  
7 identified information, documents(s) or things to the producing party and shall not  
8 retain any copy of the same. The receiving party shall also make all reasonable  
9 efforts to retrieve the original and all copies of the documents, information or things  
10 from anyone that it has disclosed them to. Nothing herein shall prevent the receiving  
11 party from thereafter challenging the propriety of the assertion of privilege, work  
12 product or other applicable privilege or immunity by submitting an appropriate  
13 motion to the Court.

14 22. Nothing in this Protective Order shall be construed as a waiver of any  
15 right to assert a claim of privilege, work product, relevance, or other objections to  
16 discovery requests.

17 23. A nonparty producing information or material, voluntarily or pursuant to  
18 a subpoena or a court order, may designate such material or information in the same  
19 manner as described in, and shall receive the same level of protection under, this  
20 Protective Order as any party to this lawsuit. Designating material or information  
21 pursuant to this Protective Order does not, however, give a nonparty any right to  
22 access Protected Material produced by the parties in this case.

23 24. If any party receives a subpoena that requests production of Protected  
24 Material produced by another party or a nonparty, the party receiving the subpoena  
25 shall notify the other party or nonparty in writing immediately. The party receiving  
26 the subpoena shall not produce any documents in response to the subpoena until the  
27 party or nonparty whose Protected Material was produced in this case has reasonable  
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1 time to seek court protection from such production in response to the subpoena.

2 Nothing in this Order shall be construed as authorizing a party to disobey a lawful  
3 subpoena in another action.

4 25. After termination of this litigation, the provisions of this Protective Order  
5 shall continue to be binding except with respect to those documents and information  
6 that become a matter of public record. This Court retains and shall have continuing  
7 jurisdiction over the parties and recipients of Protected Material to enforce the  
8 provisions of the Protective Order following termination of this litigation.

9 26. Absent written agreement of the parties or further order of this Court, this  
10 Protective Order shall continue to be binding throughout, and after the conclusion of,  
11 this lawsuit including without limitation any appeals. Within sixty days after the  
12 entry of a final non-appealable judgment or order or the complete settlement of all  
13 claims asserted in this lawsuit, each party shall return or destroy all Protected Material  
14 received from a producing party and shall confirm this return or destruction in writing  
15 signed by that party's counsel of record. Notwithstanding the foregoing, counsel shall  
16 be entitled to maintain copies of each pleading, motion and brief – including all  
17 supporting and opposing papers and exhibits thereto – written discovery requests,  
18 responses and exhibits thereto, deposition transcripts and exhibits thereto, transcripts,  
19 demonstratives and exhibits offered or introduced into evidence at any hearing or  
20 trial, correspondence, and any work product.

21 27. This Protective Order is entered without prejudice to the right of any  
22 party to apply to the Court at any time for additional protection or for modification of  
23 the Protective Order.

24 28. The United States District Court for the Central District of California is  
25 responsible for the interpretation and enforcement of this Protective Order and all  
26 disputes concerning this Protective Order shall be resolved by that Court. Every  
27 individual who receives any Protected Material agrees to subject himself or herself to



1 the jurisdiction of that Court for the purpose of any proceedings relating to  
2 performance under, compliance with, or violation of, this Protective Order.

3 So agreed and stipulated:

4  
5 DATED: May 26, 2009

HENNIGAN, BENNETT & DORMAN LLP

6  
7 By /s/ Lawrence M. Hadley  
8 Lawrence M. Hadley

9 Attorneys for Plaintiffs/Counterdefendants  
10 MICROPROCESSOR ENHANCEMENT  
CORPORATION and MICHAEL H.  
BRANIGIN

11 DATED: May 26, 2009

PERKINS COIE BROWN & BAIN P.A.

12  
13  
14 By /s/ Chad S. Campbell  
15 Chad S. Campbell

16 Attorneys for Defendant/Counterclaimant  
17 STMICROELECTRONICS N.V. and  
STMICROELECTRONICS, INC.

18 DATED: May 26, 2009

WILEY REIN LLP

19  
20  
21 By /s/ Kevin P. Anderson  
22 Kevin P. Anderson

23 Attorneys for Intervenor ARM Ltd.

24  
25 IT IS SO ORDERED.

26 Dated: May 27, 2009

27   
28 ROBERT N. BLOCK  
UNITED STATES MAGISTRATE JUDGE

**Microprocessor Enhancement Corp. v. STMicroelectronics N.V. and  
STMicroelectronics, Inc.**

**Exhibit A to Protective Order**

**Confidentiality Agreement**

I, \_\_\_\_\_, state:

1. I reside at \_\_\_\_\_;
2. My present employer is \_\_\_\_\_;
3. My present occupation or job description is \_\_\_\_\_;

4. I am not employed by a competitor of a party to this lawsuit.

5. I agree to keep confidential all nonpublic information provided to me in the matter of *Microprocessor Enhancement Corporation and Michael H. Branigin v. STMicroelectronics N.V. and STMicroelectronics, Inc.*, and to be subject to the jurisdiction of the United States District Court for the Central District of California in the event of any violation or dispute related to this agreement.

6. I have been informed of, and have reviewed, the Protective Order entered in this case and I will not divulge any Protected Material to any person other than those specifically authorized by the Order;

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_